

IN THE STATE COURT OF DEKALB COUNTY  
STATE OF GEORGIA

JURIAN WASHINGTON, individually and as  
Administrator of the Estate of  
JAMES WASHINGTON, JR., deceased,

Plaintiff,

v.

DAVIS EXPRESS, INC.; DIXIELAND  
LOGISTICS, INC.; DOUGHLOSS  
EDWARDS; AMOS JACKSON, JR.;  
SPARTA INSURANCE COMPANY; and  
GREAT WEST CASUALTY CO.

Defendants.

CIVIL ACTION  
FILE NO.: 12A42974-7

STATE COURT OF  
DEKALB COUNTY, GA.

2012 JUL 27 PM 12:49

FILED  
*Mary*  
BY: *NFP/PTY/CF/ERK*

ANSWER OF DEFENDANTS DAVIS EXPRESS, INC., DOUGHLOSS EDWARDS AND  
SPARTA INSURANCE COMPANY

COME NOW Defendants DAVIS EXPRESS, INC., DOUGHLOSS EDWARDS AND  
SPARTA INSURANCE COMPANY, by and through their undersigned attorney, and for answer  
to Plaintiff's Complaint show the Court as follows:

FIRST DEFENSE

Sparta Insurance Company is an improper party to this action; therefore, Sparta Insurance  
Company should be dismissed.

SECOND DEFENSE

Negligence attributable to the Plaintiff was greater than or equal to any negligence  
attributable to these Defendants, which negligence these Defendants specifically deny, and, on  
account thereof, the Plaintiff is barred from any recovery against these Defendants whatsoever.



**THIRD DEFENSE**

Without waiving the above-enumerated defenses, these Defendants respond to the numbered paragraphs of Plaintiff's Complaint as follows:

1.

The allegations of paragraph 1 of Plaintiff's Complaint are denied.

2.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 of Plaintiff's Complaint, but demand strict proof thereof.

3.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3 of Plaintiff's Complaint, but demand strict proof thereof.

4.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4 of Plaintiff's Complaint, but demand strict proof thereof.

5.

The allegations of paragraph 5 of Plaintiff's Complaint are admitted.

6.

The allegations of paragraph 6 of Plaintiff's Complaint are admitted.

7.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 7 of Plaintiff's Complaint, but demand strict proof thereof.

8.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8 of Plaintiff's Complaint, but demand strict proof thereof.

9.

The allegations of paragraph 9 of Plaintiff's Complaint are admitted.

10.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10 of Plaintiff's Complaint, but demand strict proof thereof.

11.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11 of Plaintiff's Complaint, but demand strict proof thereof.

12.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12 of Plaintiff's Complaint, but demand strict proof thereof.

13.

The allegations of paragraph 13 of Plaintiff's Complaint are admitted.

14.

For answer to paragraph 14 of Plaintiff's Complaint, these Defendants admit that the tractor driven by Defendant Edwards made contact with the Cadillac, but these Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 14 of Plaintiff's Complaint, but demand strict proof thereof.

15.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 15 of Plaintiff's Complaint, but demand strict proof thereof.

16.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16 of Plaintiff's Complaint, but demand strict proof thereof.

17.

These Defendants incorporate, reassert and reallege their responses to paragraphs 1 through 16 as is fully set forth herein.

18.

For answer to paragraph 18 of Plaintiff's Complaint, these Defendants admit that Defendant Edwards had a duty to comply with all applicable laws, but the remaining allegations of paragraph 18 of Plaintiff's Complaint are denied.

19.

The allegations of paragraph 19 of Plaintiff's Complaint are denied.

20.

The allegations of paragraph 20 of Plaintiff's Complaint are denied.

21.

The allegations of paragraph 21 of Plaintiff's Complaint are denied.

22.

The allegations of paragraph 22 of Plaintiff's Complaint are denied.

23.

The allegations of paragraph 23 of Plaintiff's Complaint are denied.

24.

These Defendants incorporate, reassert and reallege its responses to paragraphs 1 through 23 as if fully set forth herein.

25.

For answer to paragraph 25 of Plaintiff's Complaint, these Defendants admit that Defendant Jackson had a duty to comply with all applicable laws, but are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 25 of Plaintiff's Complaint, but demand strict proof thereof.

26.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 26 of Plaintiff's Complaint, but demand strict proof thereof.

27.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 27 of Plaintiff's Complaint, but demand strict proof thereof.

28.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 28 of Plaintiff's Complaint, but demand strict proof thereof.

29.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 29 of Plaintiff's Complaint, but demand strict proof thereof.

30.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 30 of Plaintiff's Complaint, but demand strict proof thereof.

31.

These Defendants incorporate, reassert and reallege its responses to paragraphs 1 through 30 as if fully set forth herein

32.

The allegations of paragraph 32 of Plaintiff's Complaint are admitted.

33.

The allegations of paragraph 33 of Plaintiff's Complaint are admitted.

34.

For answer to paragraph 34 of Plaintiff's Complaint, these Defendants admit that should Defendant Edwards be found negligent, which negligence is specifically denied by these Defendants, then Defendant Davis Express would be liable under the doctrine of respondeat superior. The remaining allegations of paragraph 34 of Plaintiff's Complaint are denied.

35.

The allegations of paragraph 35 of Plaintiff's Complaint are denied.

36.

The allegations of paragraph 36 of Plaintiff's Complaint are denied.

37.

The allegations of paragraph 37 of Plaintiff's Complaint are denied.

38.

These Defendants incorporate, reassert and reallege its responses to paragraphs 1 through 37 as if fully set forth herein.

39.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 39 of Plaintiff's Complaint, but demand strict proof thereof.

40.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 40 of Plaintiff's Complaint, but demand strict proof thereof.

41.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 41 of Plaintiff's Complaint, but demand strict proof thereof.

42.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 42 of Plaintiff's Complaint, but demand strict proof thereof.

43.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 43 of Plaintiff's Complaint, but demand strict proof thereof.

44.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 44 of Plaintiff's Complaint, but demand strict proof thereof.

45.

These Defendants incorporate, reassert and reallege its responses to paragraphs 1 through 44 as if fully set forth herein.

46.

The allegations of paragraph 46 of Plaintiff's Complaint are denied.

47.

For answer to paragraph 47 of Plaintiff's Complaint, these Defendants admit that Davis Express maintains an insurance policy with Defendant Sparta, but the remaining allegations of paragraph 47 of Plaintiff's Complaint are denied.

48.

The allegations of paragraph 48 of Plaintiff's Complaint are denied.

49.

The allegations of paragraph 49 of Plaintiff's Complaint are denied.

50.

The allegations of paragraph 50 of Plaintiff's Complaint are denied.

51.

These Defendants incorporate, reassert and reallege its responses to paragraphs 1 through 50 as if fully set forth herein.

52.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 52 of Plaintiff's Complaint, but demand strict proof thereof.

53.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 53 of Plaintiff's Complaint, but demand strict proof thereof.

54.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 54 of Plaintiff's Complaint, but demand strict proof thereof.

55.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 55 of Plaintiff's Complaint, but demand strict proof thereof.

56.

These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 56 of Plaintiff's Complaint, but demand strict proof thereof.

57.

These Defendants incorporate, reassert and reallege its responses to paragraphs 1 through 56 as if fully set forth herein.

58.

The allegations of paragraph 58 of Plaintiff's Complaint are denied.

59.

The allegations of paragraph 59 of Plaintiff's Complaint are denied.

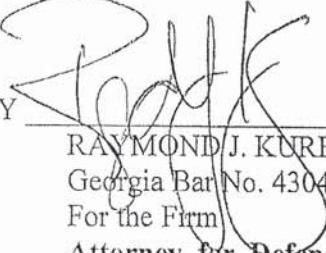
**FOURTH DEFENSE**

Any allegation in Plaintiff's Complaint not specifically responded to above is hereby denied.

WHEREFORE, having fully answered all allegations of Plaintiff's Complaint, these Defendants pray that they be dismissed and that all costs be cast against the Plaintiff.

MCMICKLE, KUREY & BRANCH, LLP

BY

  
RAYMOND J. KUREY  
Georgia Bar No. 430472

For the Firm

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Inc., Doughloss Edwards and Sparta  
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CERTIFICATE OF SERVICE

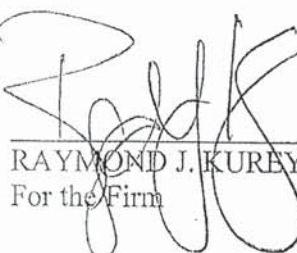
This is to certify that I have this day served a copy of the foregoing ANSWER OF DEFENDANTS DAVIS EXPRESS, INC., DOUGHOLOSS EDWARDS AND SPARTA INSURANCE COMPANY by depositing same in the United States Mail in a properly-addressed envelope with adequate postage thereon to:

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Attorneys for Defendants Dixieland Logistics, Inc.,  
Amos Jackson, Jr., and Great West Casualty Co.

This 27<sup>th</sup> day of July, 2012.

  
RAYMOND J. KUREY  
For the Firm

605-11145